

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Roberti White, LLC 1455 Pennsylvania Avenue NW, Suite 250 Washington, DC 20004		2. Registration No.  6065
3. Name of Foreign Principal Transformation and Continuity	4. Principal Address of Foreign Principal 8105 Ainsworth Avenue Springfield, VA 22152	
5. Indicate whether your foreign principal is one of the following:		
<input type="checkbox"/> Government of a foreign country <sup>1</sup> <input checked="" type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Not applicable		
b) Name and title of official with whom registrant deals Not applicable		
7. If the foreign principal is a foreign political party, state:		
a) Principal address 8105 Ainsworth Avenue Springfield, VA 22152		
b) Name and title of official with whom registrant deals    Ajmal Ghani, Manager		
c) Principal aim    Support efforts to elect a new president in Afghanistan.		

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

## 8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Not applicable

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The foreign principal, Transformation & Continuity (T&C), is a foreign political party working to elect a new President in Afghanistan. T&C is not supervised, owned, directed, controlled, financed or subsidized by a foreign government or other foreign principal.

## 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
July 03, 2014	Vincent A. Roberti, Sr., Chairman	/s/ Vincent A. Roberti, Sr.	eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Roberti White LLC  
1455 Pennsylvania Avenue NW, Suite 250  
Washington, DC 20004

2. Registration No.  
6065

3. Name of Foreign Principal

Transformation and Continuity

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide general political consultancy and public relations services in support of the principal's candidates and activities, including campaign strategy development and implementation; issue formulation and messaging; media consulting; and educational outreach to Members of Congress and staff, executive branch officials, media, and non-governmental organizations.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide general political consultancy and public relations services in support of the principal's candidates and activities, including campaign strategy development and implementation; issue formulation and messaging; media consulting; and educational outreach to Members of Congress and staff, executive branch officials, media, and non-governmental organizations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities described above will be undertaken to communicate information to the principal, as well as information about the principal and its activities to Members of Congress, their staff, and executive branch officials. In furtherance of these efforts, registrant may arrange meetings with said Members, staff, and executive branch officials.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature	
July 03, 2014	Vincent A. Roberti, Sr., Chairman	/s/ Vincent A. Roberti, Sr.	eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# Roberti + White

## ENGAGEMENT AGREEMENT

This ENGAGEMENT AGREEMENT ("Agreement") is effective on June 25, 2014, by and between Transformation and Continuity ("T&C") and Roberti+White LLC ("Provider").

Whereas, T&C wishes to have the Provider performing the services hereinafter referred to,  
And

Whereas, the Provider is willing to perform these services.

Now Therefore, the Parties hereby agree as follow:

### Services

Provider shall provide political consultancy and public relations services to T&C, including campaign strategy development and implementation, issue formulation and messaging, media consulting, and other services in support of T&C's candidates and activities.

### Term

The Provider shall perform the Services during the period commencing on June 25, 2014 and continuing through June 24, 2015. The Agreement will continue on a month-to-month basis after June 24, 2015 if both parties have no objection. The Agreement may also be terminated at any time with a 30-day written notice given by one party to the other.

### Payment

T&C shall pay one hundred thousand dollars (US \$100,000) per month plus expenses. The first two months payment to Provider totaling two hundred thousand dollars (US \$200,000) shall be made payable upon execution of this Agreement by wire transfer in accordance with the attached instructions. The second payment shall be made payable by wire transfer no later than September 1, 2014. Thereafter and for the remainder of this Agreement, payment shall be made by wire transfer to Provider no later than the 1<sup>st</sup> day of each following month.

The expenses are inclusive of all ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications, postage, document reproduction and other expenses). Any extraordinary expenses (e.g., air travel, event production, etc.) shall be paid by T&C, provided that the Provider obtains T&C's prior approval in writing (email shall suffice).

The Willard Office Building – 1455 Pennsylvania Ave., NW Ste. 250 Washington, DC 20004  
P: (202) 624 0395 F: (202) 624 0396

The Provider shall be reimbursed for extraordinary expenses monthly, and T&C shall pay within thirty (30) days after receipt of invoice.

#### **Performance Standard**

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Provider shall comply with the Foreign Agents Registration Act and any other applicable United States laws.

#### **Confidentiality**

The Provider shall not disclose any proprietary or confidential information relating to the Services, this Agreement or T&C's business or operations without T&C's approval. Termination of the present Agreement shall not affect this provision, which shall remain in force for an indefinite period.

#### **Ownership of Material**

Any studies, reports, opinions or other material, or otherwise, prepared by the Provider for T&C under the Agreement shall belong to and remain the property of T&C. The Provider may retain a copy of such documents or software.

#### **Assignment**

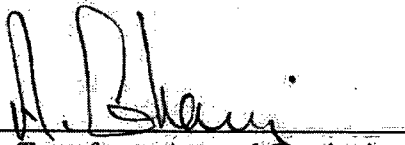
The Provider shall not assign this Agreement or any portion of it to a third party without T&C's prior written consent.

#### **Governing Law and Language**

The Agreement shall be governed by the Laws of the District of Columbia and the United States of America, and the language shall be in English.

#### **Amendment**

This Agreement may not be modified or amended except by an instrument in writing by the parties hereto.



For Transformation and Continuity  
Ajmal Ghani



For Roberti+White, LLC  
Vincent Roberti, Chairman